



**HIMES VENDING, INC.
FOOD AND BEVERAGE SERVICE
4654 GROVES RD.
COLUMBUS, OH 43232
(614)868-6931**



*** * CONTRACT * ***

This agreement, made and entered into on _____, by and between Himes Vending, Inc., hereinafter called the company and City of Gahanna, hereinafter called the customer,

WITNESSETH:

That in consideration for the exclusive right to place and operate coin-operated vending machine set forth on exhibit "A" hereto in the place of business of the customer, known as City of Gahanna City Hall, 200 South Hamilton Rd, Gahanna, Ohio 43230.

1. Company agrees to install said devices in the customer's place of business and will keep in reasonable repair.
2. Company shall have full authority in all matters pertaining to the operation, change, repair or control of all machines so placed by the company.
3. Customer agrees that during the term of this agreement customer will display said coin-operated devices in a prominent place on the aforementioned premises for the purposes of obtaining the maximum sales through said devices. Customer shall furnish to company all necessary electrical outlets, for the operation of said coin-operated devices.
4. Customer hereby authorizes company to enter the premises at any time during regular business hours for the purpose of servicing and inspecting the machines. Customer agrees that the machines shall not be moved from the property to any other place without the prior written consent of the company.
5. In the event of product cost increases, tax increases or general increased costs of doing business, company shall have the right to determine the sales prices of products.
6. Customer agrees not to misuse nor neglect nor tamper with the machine(s).
7. Customer agrees to notify company of any need for repairs.

8. The customer shall not be liable for theft or damage resulting from actual or attempted break-ins.
9. Company agrees to deliver and fill the machine(s) with merchandise as needed.
10. Title and ownership to the machine(s) shall remain with the company.
11. The machine(s) and contents shall remain the property of the company.
12. The term of this contract shall be a period of one year commencing on **1-01-14** and ending **12-31-14**. This contract may be canceled with a 30 day written notice by either party.
13. Installation and setup date will be (original set up was **May 10, 2007**).
14. Customer hereby warrants that he/she has no agreement with any other company, person or firm for coin-operated food or drink machine(s) at this location.
15. Company shall not be required to leave on location a vending machine that does less than one hundred and fifty dollars (\$150.00) per month in sales.



I Snack
II Cold Drink, 20 oz. bottle

10% rebate after sales/ \$150.00 per month
10% rebate after sales/ \$150.00 per month

IN WITNESS WHEREOF, THE SAID PARTIES HERETO HAVE HEREUNTO SET THEIR HAND ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

CUSTOMER

HIMES VENDING, INC.

WITNESS

WITNESS